

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

THE UNITED STATES OF
AMERICA
FOR THE USE AND BENEFIT OF
READY MIX CONCRETE, INC.

Plaintiff

vs

CIVIL 98-2235CCC

UNITED STATES FIDELITY &
GUARANTY COMPANY, THE ST. PAUL
COMPANIES, INC., RELIABLE
MECHANICAL, INC., GALEAR, INC. and
JOHN DOES 1 THROUGH 25,
INCLUSIVE

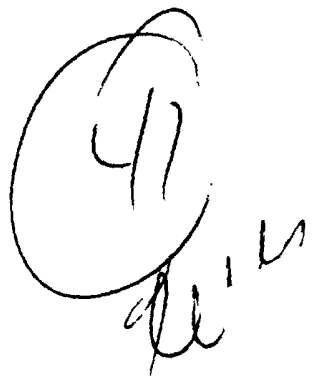
Defendants

RECEIVED & FILED
00 JUN 27 PM 7:41
CLERK'S OFFICE
U.S. DISTRICT COURT
SAN JUAN, P.R.

ORDER

Presently before the Court is a Motion for Relief from Judgment or for Clarification filed by St. Paul Companies, Inc. d/b/a United States Fidelity & Guaranty Company and Reliable Mechanical, Inc. on April 24, 2000 (**docket entry 30**) which has not been opposed. Having considered the Motion and the Memorandum filed in support thereof as well as the Court's Order and Partial Judgment dated March 27, 2000 (see docket entries 23 and 24), the same is DENIED.

The partial judgment is specifically based on the reasons stated in the Order issued on that same date. Said Order recognizes at page 5 that attorney's fees are not recoverable under the Miller Act. It specifically imposes legal fees and expenses on defendant Galear, Inc. based strictly on its contractual obligations as set forth in section 2 of the General Terms and Conditions of Sale contained in the Supply Contract.

A large, stylized handwritten signature, possibly reading "41" or "47", with additional scribbles and initials below it.

Given this finding of fact by the Court, any payment of attorney's fees and expenses is limited to defendant Galar, Inc., and does not apply to movants.

SO ORDERED.

At San Juan, Puerto Rico, on June 23, 2000.


CARMEN CONSUELO CEREZO
United States District Judge

*w/c: E. Totti.
S. Ramirez
M. Rodriguez*

JUN 27 2000

LMP